



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

AMENDMENT NO.: 001  
IFB NO.: B1E13258  
TITLE: NON-CERTIFIED GROCERY ITEMS  
ISSUE DATE: 04/26/13

REQ NO.: NR 913 YYY13709214  
BUYER: JACQUELINE SATTERLEE  
PHONE NO.: (573) 751-4925  
E-MAIL: [jacqueline.satterlee@oa.mo.gov](mailto:jacqueline.satterlee@oa.mo.gov)

RETURN BID NO LATER THAN: 05/10/13 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: JULY 1, 2013 THROUGH DECEMBER 31, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections  
Central Region Commodity Warehouse  
8416 No More Victims Road  
Jefferson City, MO 65101

Missouri Department of Corrections  
Eastern Region Commodity Warehouse  
2727 Hwy K  
Bonne Terre, MO 63628

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

  

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #001 TO IFB B1E13258**

**TITLE: NON-CERTIFIED GROCERY ITEMS**

**CONTRACT PERIOD: JULY 1, 2013 THROUGH DECEMBER 31, 2013**

Prospective bidders are hereby notified of the following change:

1. The following **LINE ITEM** has been **REVISED**: 013

Note: The change made as a result of this amendment has been ***bolded*** and ***italicized***.



**STATE OF MISSOURI  
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TITLE: NON-CERTIFIED GROCERY ITEMS  
ISSUE DATE: 04/22/13**

**REQ NO.: NR 913 YYY13709214  
BUYER: JACQUELINE SATTERLEE  
PHONE NO.: (573) 751-4925  
E-MAIL: jacqueline.satterlee@oa.mo.gov**

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(U.S. Mail)	or	(Courier Service)
<b>RETURN BID TO: DPMM</b>		<b>DPMM</b>
<b>PO BOX 809</b>		<b>301 WEST HIGH STREET, ROOM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>		<b>JEFFERSON CITY MO 65101-1517</b>

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8416 No More Victims Road  
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**Missouri Department of Corrections  
Eastern Region Commodity Warehouse  
2727 Hwy K  
Bonne Terre, MO 63628**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Purpose:**

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of non-certified grocery items for the Department of Corrections' Central and Eastern Region Commodity Warehouses located in Jefferson City and Bonne Terre, Missouri respectively, (hereinafter referred to as "state agency"), in accordance with the requirements and provisions stated herein.

### **1.2 Background Information:**

- 1.2.1 The Missouri Department of Corrections has previously tested and approved various products over the years that are acceptable to the State of Missouri in terms of consistency, flavor, texture, yield, and color. Therefore, the brands specified herein are the only products that will be considered for purposes of an award under this IFB.
- 1.2.2 Vendors may contact the buyer, as identified on the first page of this document, for consideration and testing of any products that may be deemed acceptable for future bids.

### **1.3 Awarded Bid & Contract Document Search:**

- 1.3.1 Both the current contract (C113081001 - C113081011) and the previous procurement documentation (B1E13081) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **2.2 Contract Period:**

- 2.2.1 The original contract period shall be July 1, 2013 through December 31, 2013. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

**2.3 Price:**

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.4 Prices Must Be Lowest:**

- 2.4.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**2.5 Payment Terms:**

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

**2.6 Federal Funds Requirement:**

- 2.6.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**2.7 Contractor Liability:**

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

## **2.8 Subcontractors:**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

## **2.9 Contractor Status:**

- 2.9.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

## **2.10 Coordination:**

- 2.10.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

## **2.11 Guaranteed Quantity:**

- 2.11.1 The quantity indicated on the Pricing Page specific to the line item is considered a maximum guaranteed quantity. The contractor shall understand and agree that the contract is for a guaranteed order quantity, rather than an estimate. Failure of the contractor to deliver the number of cases specific to a line item by the delivery date specified on the Purchase Order shall be considered a breach of contract unless an alternate quantity is approved by the Department of Corrections. Upon the mutual consent of the Department of Corrections and the contractor, the case quantities specific to a line item maybe increased or decreased.

## **2.12 Insurance:**

- 2.12.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity

of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

## **2.13 Termination:**

- 2.13.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

## **2.14 Liquidated Damages For Late Deliveries:**

- 2.14.1 The contractor shall agree and understand that the provision of awarded items in accordance with the requirements and delivery dates stated herein is considered critical to the efficient operation of the Missouri Department of Corrections. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery dates, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.14.2 If for any reason the actual delivery date for the specific order is not met within five (5) business days of the delivery date stated on the Pricing Page of the contract, the Missouri Department of Corrections will assess liquidated damages in the amount of \$50 per business day starting with the sixth business day up to and including the 15th business day after the stated delivery date. The maximum period for assessment of liquidated damages shall be ten (10) business days.
- 2.14.3 Subsequent to the 15th business day past the scheduled delivery date, the entire purchase order or the shipment quantity may be cancelled as determined by the Department of Corrections to be in its best interests. The Missouri Department of Corrections may purchase the needed item(s) on the open market if deemed in its best interests, and the state reserves the right to charge the contractor with any additional cost for obtaining said item(s) compared to pricing for the product had it been delivered per contract terms in the event liquidated damages are not assessed by the Department of Corrections against the contractor. The amount of difference between the contract price and the open-market price may be applied to future orders and/or to current orders for other products provided by the contractor under the subject contract or other contracts the contractor currently holds for product for the State of Missouri Department of Corrections.
- 2.14.4 The Missouri Department of Corrections in coordination with the Division of Purchasing and Materials Management may waive their right to assess liquidated damages on a case by case basis. If the contractor provides reliable corroborating evidence that indicates the contractor acted in good faith and is not responsible for the delay the state may waive the assessment of liquidated damages if deemed appropriate in the state's sole determination.

## **2.15 Participation by Other Organizations:**

- 2.15.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- 2.15.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.15.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.15.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.15.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

## **2.16 Contractor's Personnel:**

- 2.16.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.16.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.16.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.



### **3. SPECIFIC CONTRACTUAL AND PERFORMANCE REQUIREMENTS**

#### **3.1 General:**

- 3.1.1 The contractor shall provide grocery items as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of grocery items.
- 3.1.2 Containers shall not leak or have rim or seam dents. Deliveries with leakers or dented containers shall be refused. If there are leakers or dented containers in the middle of the pallet, these containers will be set aside and credit will be issued or the whole load may be refused and you will be expected to pick it up at your own expense.
- 3.1.3 Items packed in glass containers shall not be accepted and must be promptly replaced at no additional cost to the State of Missouri.
- 3.1.4 Rules governing grading, packaging, receiving, qualified brands and recall listed in the State Specification Booklet shall apply until it is updated and/or replaced.

#### **3.2 Substitutions:**

- 3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 3.2.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 3.2.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.
- 3.2.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.
- 3.2.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

#### **3.3 Replacement of Damaged Product:**

- 3.3.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

#### **3.4 Delivery Performance:**

- 3.4.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B.

Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

- 3.4.2 Deliveries shall be made per the bid specifications stated herein. Any change in the delivery schedule must be approved by the agency and must be preceded with a written request at least two (2) weeks prior to the implementation date of such change.
- 3.4.3 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.oa.mo.gov/pers/hoursofwork.htm>. Arrangements shall be made with the state agency for any delivery which falls on state and/or federal holiday.
- 3.4.4 The contractor must contact Dewayne Doerhoff at (573) 526-3080 to make an appointment prior to delivery to the Central Region Commodity Warehouse. The contractor must contact Karen Honerkamp at (573) 358-5516, extension 2615, to make an appointment prior to delivery to the Eastern Region Commodity Warehouse.
- 3.4.5 All deliveries shall be arranged by the Department of Corrections at regular intervals during the 180-day period. A thirty (30) day lead time will be provided to the contractor for shipments that will be by the truckload or the remaining open amount of product.
- 3.4.6 The awarded items must be on shrink-wrapped pallets grade 2 or better. Pallets will be exchanged upon delivery.

### **3.5 Fill Rate Accuracy:**

- 3.5.1 The contractor is advised that a delivery fill rate will be calculated on all deliveries by the state agency. The contractor must maintain a delivery fill rate of a minimum of 98% on each delivery to be judged successful under the contract.
- 3.5.2 If the delivery fill rate falls below 98% on any delivery, the agency has the option to:
  - a) Receive a 2% price reduction on the item not delivered per schedule, to be assessed per delivery; as well as
  - b) Receive the difference in price as required for the agency to procure the item from a different vendor or source.
- 3.5.3 When the delivery fill rate falls below 98% on any delivery, the agency at its option may cancel the entire purchase order or the shipment quantity.
- 3.5.4 The contractor's success under the contract shall be measured and assessed in ways other than solely described above.

## **4. SPECIFICATIONS**

### **4.1 Quality Assurance Certificate:**

- 4.1.1 Grading of the products specified herein is not required. However, the contractor must provide to the state a certificate of quality assurance, if requested.

### **4.2 Inspection:**

- 4.2.1 The State of Missouri reserves the right to require an official USDA inspection and/or independent lab analysis should the state question the quality, grade or drained weight of any product provided hereunder. If the product inspection/analysis shows that the product does not comply with the specification, all costs

of the inspection/analysis shall be borne by the contractor, and the contractor shall replace the product at no additional cost to the State of Missouri. If the product inspection/analysis shows that the product meets the specification, all costs of the inspection/analysis shall be borne by the requesting agency of the State of Missouri.

#### **4.3 Shelf Life:**

- 4.3.1 The contractor is advised that all products must have a minimum of 6-month shelf life remaining at the time of delivery. Furthermore, the contractor shall replace any item received as unacceptable at no cost to the State of Missouri.

#### **4.4 Labeling:**

- 4.4.1 All products must be accurately labeled regarding contents and in English.

#### **4.5 Kosher Certification:**

- 4.5.1 Line items 003, 007, 009, 012, and 021 must be kosher certified by a reliable Rabbinical authority and labeled with the symbol of certification (e.g. Circle K or Circle U).

#### **4.6 Contractor Sample Assurance:**

- 4.6.1 The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Division of Purchasing and Materials Management. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

### **5. BIDDERS' INSTRUCTIONS**

#### **5.1 Contact:**

- 5.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

#### **5.2 Business Compliance:**

- 5.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**5.3 On-Line Bid:**

- 5.3.1 If a registered bidder is responding electronically through the On-Line Bidding/Vendor Registration System website, in addition to completing the on-line pricing, the registered bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. Instructions on how a registered vendor responds to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- 5.3.2 The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the registered bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-Line Bidding/Vendor Registration System website. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
- 5.3.3 In addition, the registered bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
- 5.3.4 Registered bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest.

**5.4 Description of Product:**

- 5.4.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**5.5 Preprinted Marketing Materials:**

- 5.5.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

**5.6 Bid Detail Requirements and Deviations:**

- 5.6.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 5.6.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

**5.7 Unit of Measure:**

- 5.7.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified

on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.

- 5.7.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

## **5.8 Compliance with Terms and Conditions:**

- 5.8.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

## **5.9 Brand Specific Items:**

- 5.9.1 Only the brands specified in the attached Pricing Pages shall be acceptable. Therefore, bids for only those items referenced shall be considered. As indicated on the Pricing Pages, the bidder must circle the specific brand bid.

## **5.10 Labels:**

- 5.10.1 For those items not requiring a specific brand of product, the bidder should include a copy of the ingredient and nutritional label of the product bid with their response. If the label is not furnished with the bid then the label must be provided upon request. If requested, the label shall be furnished within five (5) working days after notification from the Division of Purchasing and Materials Management. Failure to provide this information may render the bid incapable of evaluation and non-responsive.

## **5.11 Samples:**

- 5.11.1 For those items not requiring a specific brand of product, the bidder may be required to submit a sample of the product bid. If notified, such samples should be clearly identified with: (1) the bidder's company name, (2) IFB bid number, and (3) item identified. Samples should be sent to the Department of Corrections, Central Region Cook/Chill, 8416 No More Victims Road, Jefferson City, Missouri 65101. Samples shall be submitted at no additional cost to the State of Missouri and will not be returned. A bidder failing to submit samples within five (5) working days after notification from the Division of Purchasing and Materials Management may not be considered for award.
- 5.11.2 At minimum, samples will be evaluated for quality, consistency, flavor, texture, yield and color. Other considerations may include the condition of the cans or other packaging materials the samples are contained in. If sample testing indicates that the product does not meet mandatory specifications or is found otherwise unacceptable, the award shall not be made to that bidder.
- 5.11.3 The sample submitted must be the exact item bid, and it must conform to the mandatory IFB specifications for the specific line item.

## **5.12 Prices:**

- 5.12.1 The bidder shall submit firm fixed prices for one, some or all of the line items specified on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

**5.13 Cost Evaluation:**

- 5.13.1 A separate cost evaluation shall be conducted for each item on the Pricing Pages. The evaluation shall cover the original contract period and shall include all mandatory requirements and specifications. The evaluation shall utilize the unit prices stated for each item multiplied by the applicable total quantities for each to determine the lowest bidder. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

**5.14 Determination for Award:**

- 5.14.1 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 5.14.2 The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.
- 5.14.3 Regarding the purchase of food, if the state has any experience within the last three (3) years with a food product bid in response to this solicitation as being determined unacceptable either as a result of sample testing during a bid process or through documented past state agency experience, then the state reserves the right to disqualify that product from further evaluation consideration and award.

**5.15 Domestic Product Procurement Act:**

- 5.15.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.15.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- 5.15.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 5.15.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.15.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return **Exhibit A**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 5.15.6 If the lowest priced bidder qualifies as American-made or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

5.15.7 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder **MUST** disclose such fact and provide details with the bid.

**5.16 Preference for Organizations for the Blind and Sheltered Workshops:**

5.16.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
  - Participation Commitment - The bidder must complete **Exhibit B**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit C**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit C**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit B**, Participation Commitment, shall be interpreted as a contractual requirement.

5.16.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

5.16.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u> Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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#### 5.17 Missouri Service-Disabled Veteran Business Preference:

5.17.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit D**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.

5.17.2 If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

5.17.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u> Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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#### 5.18 Debarment Certification:

5.18.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit E** with their bid. This document must be satisfactorily completed prior to award of the contract.



**PRICING PAGE**

The products shall conform to the specifications contained herein. The bidder shall state the firm, fixed unit price for one, some or all of the line items specified below. All prices shall be considered firm and fixed and shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed.

Bidders shall understand and agree that the total quantity shown specific to the line item is the total quantity that will be ordered by the state agency during the contract period. The bidder must take into account that partial loads might have to be delivered in order to comply with the state agency's quantity. Therefore, bid pricing must reflect all costs for delivering full and partial pallets and truckloads. A partial pallet will be accepted per truckload.

<b>LINE</b>	<b>ITEM MANDATORY SPECIFICATIONS</b>	<b>TOTAL QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
001	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	2,261	CS	\$_____

**French Dressing, Reduced Fat**

- At least 8% oil and no more than 2% sodium by weight
- Product shall not contain MSG
- Shelf-stable at room temperature
- Non-decipherable code date printed on boxes
- 4/1 gallon plastic containers per case
- Palletized: Stacked 12 cases to a layer and 4 cases high

Approved Brands: America's Choice, AMC, Garden Club or London

Circle brand bidding: America's Choice, AMC, Garden Club, London

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	1,904 cases

**First Delivery:**

952 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

**Subsequent Deliveries:**

952 cases the week of November 4, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	357 cases

**Delivery Schedule:**

357 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

002	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,419	CS	\$_____
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**Italian Dressing, Reduced Fat**

- Product should contain visible particulate of 3% containing black pepper, bell pepper, garlic, minced onion with water content of not more than 86%
- Product shall not contain MSG
- Shelf-stable at room temperature
- Non-decipherable code date printed on boxes
- 4/1 gallon plastic containers per case
- Palletized: stacked 12 cases to a layer and 4 cases high

Approved Brands: Piknik, America's Choice, AMC, Garden Club or London

Circle brand bidding: Piknik, America's Choice, AMC, Garden Club, London

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	952 cases

Delivery Schedule:  
952 cases the week of September 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	467 cases

Delivery Schedule:  
467 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

003	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,740	CS	\$_____
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**Ranch Dressing, Reduced Fat**

- Product to contain at least 21% oil
- Product shall not contain MSG
- Shelf-stable at room temperature
- Non-decipherable code date printed on boxes
- 4/1 gallon plastic containers per case
- Palletized: stacked 12 cases to a layer and 4 cases high
- Must be kosher certified (see section 4.5.1)

Approved Brands: Piknik, AMC or Salad Delight

Circle brand bidding: Piknik, AMC, Salad Delight

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	952 cases

Delivery Schedule:  
952 cases the week of October 21, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	788 cases

Delivery Schedule:

788 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
 \_\_\_\_\_calendar days ARO

004 C/S Code: 39399 4,341 CS \$\_\_\_\_\_  
*Grocery Items, Miscellaneous*

**Salad dressing, Reduced Fat, 18-20% oil content**

- Product shall not contain MSG
- Shelf-stable at room temperature
- Non-decipherable code date printed on boxes
- 4/1 gallon plastic containers per case
- Palletized: stacked 12 cases to a layer and 4 cases high

Approved Brands: Piknik, London, or Salad Delight

Circle Brand Bidding: Piknik, London, Salad Delight

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	2,856 cases

Delivery Schedule:

952 cases the week of September 9, 2013  
 952 cases the week of October 7, 2013  
 952 cases the week of December 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	1,485 cases

Delivery Schedule:

1,485 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
 \_\_\_\_\_calendar days ARO

005 C/S Code: 39399 370 CS \$\_\_\_\_\_  
*Grocery Items, Miscellaneous*

**Fruit Flavored Drink Mix**

- Vitamin C fortified
- Sweetened with NutraSweet/Aspartame blend
- Diluted product must contain 60 mg of vitamin C per 8 oz serving
- Fortified to provide 100mg of Calcium per 8 oz serving
- Yield: One (1) packet yields five (5) gallons
- One Case yields 720 gallons
- Desired flavors: orange, grape, lemon and punch
- Preferred packaging: 144/2.483 oz per case

Approved Brands: Tova, Good Source or AC Sales

Circle brand bidding: Tova, Good Source, AC Sales

State package size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse	370 cases
8416 No More Victims Road	
Jefferson City, MO 65101	

Delivery Schedule:

370 cases the week September 16, 2013

006	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	688	CS	\$_____
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**Tea Flavored Drink Mix**

- Vitamin C fortified
- Sweetened with 100 % NutraSweet (aspartame)
- Diluted product must contain 60 mg of vitamin C per 8 oz serving
- Fortified to provide 100 mg of Calcium per 8 oz serving
- Yield: One (1) oz to one (1) gallon
- Desired flavor: Tea
- Packaging: 12/20 to 24 oz pkg. per case

Approved Brands: Tova or AC Sales

Circle brand bidding: Tova, AC Sales

State Packaging: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse	688 cases
8416 No More Victims Road	
Jefferson City, MO 65101	

Delivery Schedule:

688 cases the week of August 12, 2013

007	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	190	CS	\$_____
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**Milk Alternative, Fruit-Flavored Drink Mix**

- Add water only
- Shall be sugar-free
- Each individual 8 oz. serving must provide a minimum of 300 mg Calcium, 60 mg Vitamin C, 500 IU Vitamin A, 100 IU Vitamin D, 350 mg Potassium, 2 mg Zinc, 2.5 mcg Vitamin B12 and 11 IU vitamin E.
- Minimum shelf life: one year dry storage
- Individual serving pack to mix with 8 oz. water
- Preferred packaging: 1,000 individual serving packs per case
- Must be kosher certified (see section 4.5.1)

Approved Brand: Good Source

State package size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	190 cases

Delivery Schedule:  
190 cases the week of September 2, 2013

008	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,705	CS	\$_____
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**Gelatin, Sugar Free, Vegan Gelatin, Assorted Flavors**

- Must not contain any pork or pork derivatives
- Must be fortified with Potassium
- Shall be Diabetic Safe
- Self-Life: 1 year
- Packaging: 54/1.975 oz per case
- Desired yield: each bag to mix with 1 gallon water
- Required flavors: Strawberry, Raspberry, Orange, Lemon and Lime
- The bidder should include a copy of the ingredient and nutritional label of the product bid with their response.

Approved Brand: Good Source

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	1,299 cases

Number of cases per flavor:  
Raspberry – 322 cases  
Lime – 333 cases  
Orange – 311 cases  
Strawberry – 333 cases

Delivery Schedule:  
433 mixed cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

Subsequent Deliveries:  
433 mixed cases the week of August 19, 2013  
433 mixed cases the week of November 11, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	406 cases

Number of cases per flavor:  
Raspberry - 104 cases  
Lime – 31 cases  
Orange - 88 cases  
Strawberry - 103 cases  
Lemon – 80 cases

Delivery Schedule:  
406 mixed cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

009 C/S Code: 39399 5,586 CS \$\_\_\_\_\_

*Grocery Items, Miscellaneous*

**Jelly, Assorted, Grape and Apple Flavors**

- 8 lb. net wt. minimum
- Apple base
- 6/#10 per case
- No artificial sweeteners
- Two flavors mixed evenly on pallets
- Apple flavor must be Kosher certified (see section 4.5.1)

Approved Brands: Carriage House, Nationwide, Garden Club or Lawrence

Circle brand bidding: Carriage House, Nationwide, Garden Club, Lawrence

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	3,192 cases

Delivery Schedule:

798 cases the week of September 16, 2013  
798 cases the week of October 21, 2013  
798 cases the week of November 11, 2013  
798 cases the week of December 9, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	2,394 cases

First Delivery:

798 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_ calendar days ARO

Subsequent Deliveries:

798 cases the week of September 16, 2013  
798 cases the week of September 23, 2013

010 C/S Code: 39399 4,760 CS \$\_\_\_\_\_

*Grocery Items, Miscellaneous*

**Mandarin Orange, Broken Segments**

- Packed in juice or light syrup
- Packed: 6/#10

Approved Brands: Lolita, Premium, Ideal Choice, Chef Maxwell, Nobility, Sunfield & Classico, Benjamin Foods, or Veggie and Fruit

Circle brand bidding: Lolita, Premium, Ideal Choice, Chef Maxwell, Nobility, Sunfield & Classico, Benjamin Foods, Veggie and Fruit

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	2,856 cases

First Delivery:

952 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

Subsequent Deliveries:

952 cases the week of October 14, 2013  
952 cases the week of December 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	1,904 cases

First Delivery:

952 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

Subsequent Deliveries:

952 cases the week of October 7, 2013

011	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,226	CS	\$_____
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**Mustard, Prepared Yellow or French style**

- No added foreign starch – bearing materials
- Not less than 16.5% solids
- 4/1 gallon plastic containers per case
- Palletized: stacked 12 cases to a layer and 4 cases high
- Must be shrink-wrapped pallets grade 2 or better
- Pallets to be exchanged upon delivery

Approved Brands: Piknik, Weober, Garden Club, Sauer or Gold Medal

Circle brand bidding: Piknik, Weober, Garden Club, Sauer, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	952 cases

Delivery Schedule:

952 cases the week of August 19, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	274 cases

Delivery Schedule:

274 cases the week of September 23, 2013

012	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,691	CS	\$_____
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**Portion Pack, Peanut Butter & Jelly**

- Pack size: 2.12 oz
- Each portion pack shall have 1 oz of grape jelly and 1.12 oz of peanut butter
- Packaging: 200/2.12 oz. per case
- Must be kosher certified (see section 4.5.1)

Approved Brands: Boca Grande, Poca Pack, or Diamond Crystal

Circle Brand Bidding: Boca Grande, Poca Pack, Diamond Crystal

State Case and Pack Size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	1,373 cases

Delivery Schedule:

1,373 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_ calendar days ARO

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	318 cases

Delivery Schedule:

318 cases the week of September 23, 2013

<b>LINE ITEM REVISED BY AMENDMENT #001</b>
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013	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	736	BG	\$_____
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**Potato slices, dehydrated, 25 lb. bags**

Approved Brands: Idahoan, Idaho Supreme, Good Source or Idaho Pacific

Circle brand bidding: Idahoan, Idaho Supreme, Good Source, Idaho Pacific

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	280 bags

Delivery Schedule:

280 bags the week of November 11, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	456 bags

Delivery Schedule:

456 bags the week of September 2, 2013

014	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	3,450	CS	\$_____
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**Potato, Granular Dehydrated, Just Add Water**

- 40 lb bags

Approved Brands: Idaho Pacific, Oregon Potato, or Simplot

Circle brand bidding: Idaho Pacific, Oregon Potato, Simplot

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	2,601 cases

First Delivery:

867 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

Subsequent Deliveries:

867 cases the week of September 2, 2013  
867 cases the week of November 11, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	849 cases

Delivery Schedule:

849 cases the week of October 7, 2013

015	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	476	CS	\$_____
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**Potato, Sweet, Cut, Light Syrup**

- 71.5 oz minimum drained weight
- US Grade Fancy
- 6/#10

State brand bidding: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	476 cases

Delivery Schedule:

476 cases the week of September 9, 2013

016	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	4,799	CS	\$_____
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**Pudding, Instant**

- Mixing with powdered or fluid milk
- Product shall not contain MSG
- 12/24 oz. pkg. per case
- Assorted flavors: butterscotch, chocolate, lemon, vanilla

Approved Brands: Tova, First Food or Diamond Crystal

Circle brand bidding: Tova, First Food, Diamond Crystal

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	2,600 cases

Number of cases per flavor:  
Butterscotch – 700 cases  
Chocolate – 500 cases  
Lemon – 500 cases  
Vanilla – 900 cases

Delivery Schedule:

1,300 mixed cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

Subsequent Deliveries:

1,300 mixed cases the week of October 7, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	2,199 cases

Number of cases per flavor:  
Butterscotch – 490 cases  
Chocolate – 548 cases  
Lemon – 374 cases  
Vanilla – 787 cases

Delivery Schedule:

All 2,199 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

017	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	952	CS	\$_____
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**Sauerkraut, Shredded**

- 80 oz. minimum drain weight.
- 6/#10 per case

State brand bidding: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	952 cases

Delivery Schedule:

952 cases the week of October 7, 2013

018	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,353	CS	\$_____
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**Raisin, Seedless, Individually Packaged**

- Preferred packaging: 144/1.5 oz. pkg. per case

- Product must meet USDA standards

Approved Brands: Regent or Azar

Circle brand bidding: Regent, Azar

State package size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	1,353 cases

First Delivery:

677 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

Subsequent Deliveries:

676 cases the week of September 9, 2013

019	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	3,808	CS	\$_____
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**Tomatoes, Crushed, Peeled in Puree**

- 6/#10

Approved Brands: Premium, California Healthy Harvest, Pocahontas or Simco

Circle brand bidding: Premium, California Healthy Harvest, Pocahontas, Simco

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	1,904 cases

Delivery Schedule:

952 cases the week of October 7, 2013  
952 cases the week of December 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	1,904 cases

First Delivery:

952 cases must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO): \_\_\_\_\_calendar days ARO

Subsequent Deliveries:

952 cases the week of November 4, 2013

020	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	46,220	LB	\$_____
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**Coffee, 100% Ground Roasted Urn**

- Must be 100% Arabica beans
- No activators or extenders

- Preferred packaging: 20 lb box lined with plastic bag

State package size: \_\_\_\_\_

State brand bidding: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse	32,000 lbs
8416 No More Victims Road	
Jefferson City, MO 65101	

Delivery Schedule:

32,000 lbs must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse	14,220 lbs
2727 Hwy. K	
Bonne Terre, MO 63628	

Delivery Schedule:

14,220 lbs must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

021	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	37	CS	\$_____
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**Coffee, Instant**

- Preferred packaging: 12/8 oz per case
- Must be kosher certified (see section 4.5.1)

State package size: \_\_\_\_\_

State brand bidding: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse	37 cases
8416 No More Victims Road	
Jefferson City, MO 65101	

Delivery Schedule:

37 cases the week of September 16, 2013

022	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	7,060	LBS	\$_____
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**Beef Base, Low Sodium**

- Made by using beef meat as the primary ingredient
- Minimum of 12 grams of protein per 110 grams of base
- No MSG
- Yield: minimum 5 gallons per pound of base
- Packaged in 35 or 50 lb. pails

Approved Brand: Major

State package size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	3,250 lbs

Delivery Schedule:  
3,250 lbs the week of September 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	3,810 lbs

Delivery Schedule:  
3,810 lbs. must be delivered within thirty (30) calendar days after receipt of order. If bidder's delivery is sooner, the bidder should state delivery in days after receipt of order (ARO):  
\_\_\_\_\_calendar days ARO

023	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	6,304	LBS	\$_____
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**Chicken Base, Low Sodium**

- Made by using chicken as the primary ingredient
- Minimum of 5 grams of protein per 100 grams of base
- Product shall not contain MSG
- Yield: minimum 5 gallons per pound of base
- Packaged in 35 or 50 lb. pails

Approved Brand: Major

State package size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	3,500 lbs

Delivery Schedule:  
3500 lbs the week of September 2, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	2,804 lbs

Delivery Schedule:  
2,804 lbs the week of November 4, 2013

024	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	36,150	LBS	\$_____
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**Food Starch, Modified**

- Made from waxy maize, fine powder
- Maximum 13% moisture
- Packaging: four-ply paper bags with net weight of 50 lbs.

Approved Brand: National 465

Location  
Central Region Commodity Warehouse  
8416 No More Victims Road  
Jefferson City, MO 65101

Total Location Quantity  
16,500 lbs

Delivery Schedule:  
16,500 lbs the week of September 16, 2013

Location  
Eastern Region Commodity Warehouse  
2727 Hwy. K  
Bonne Terre, MO 63628

Total Location Quantity  
19,650 lbs

Delivery Schedule:  
19,650 lbs the week of August 5, 2013

025	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	14,508	LB	\$_____
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**Cheese Sauce, Creamy Mild Cheddar, Bulk Packaging**

- Dry mixture mixes with hot tap water (160\* - 190\* F) in one step with no further heating or cooking
- Product shall not contain MSG
- Packaging size: approximately 37.5 lbs
- Case yield: approximately 20 gallons

Approved Brands: Sunshine, Tova, Midas or Custom

Circle brand bidding: Sunshine, Tova, Midas, Custom

State package size: \_\_\_\_\_

State case yield: \_\_\_\_\_

Location  
Central Region Commodity Warehouse  
8416 No More Victims Road  
Jefferson City, MO 65101

Total Location Quantity  
8,840 lbs

Delivery Schedule:  
8,840 lbs. the week of October 21, 2013

Location  
Eastern Region Commodity Warehouse  
2727 Hwy. K  
Bonne Terre, MO 63628

Total Location Quantity  
5,668 lbs

Delivery Schedule:  
5,668 lbs the week of October 28, 2013

026	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	19	CS	\$_____
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**Gravy Maker, Carmel Coloring**

- 12 quarts per case

- No glass bottles

Approved Brands: Kitchen Bouquet or Pocahontas

Circle brand bidding: Kitchen Bouquet, Pocahontas

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	19 cases

Delivery Schedule:  
19 cases the week of September 2, 2013

027	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	186	LBS	\$_____
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**Spice, Basil Ground Pure**

- No fillers or extenders
- 1 lb. package

Approved Brands: Benjamin Foods, Majestic Spice, Tova, Assiago Classico, Gel, Flavors Best, Sauer or Gold Medal

Circle brand bidding: Benjamin Foods, Majestic Spice, Tova, Assiago Classico, Gel, Flavors Best, Sauer, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	186 lbs

Delivery Schedule:  
186 lbs the week of August 5, 2013

028	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	1,478	LBS	\$_____
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**Spice, Garlic Powder Pure**

- No fillers or extenders
- 1 lb. package

Approved Brands: Fiesta Brava, Gel, Majestic Spice, Benjamin Foods, Sauer, Assiago Classico or Gold Medal

Circle brand bidding: Fiesta Brava, Gel, Majestic Spice, Benjamin Foods, Sauer, Assiago Classico, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	100 lbs

Delivery Schedule:

100 lbs the week of November 11, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse	1,378 lbs
2727 Hwy. K	
Bonne Terre, MO 63628	

Delivery Schedule:  
1,378 lbs the week of September 9, 2013

029	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	150	LBS	\$_____
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**Spice, Cinnamon Balanic Ground**

- Packaging: 10/5 lb. bags

Approved Brands: MJ Kellner, Majestic Spice, Tova, or Assiago Classico

Circle Brand Bidding: MJ Kellner, Majestic Spice, Tova, Assiago Classico

State Package Size: \_\_\_\_\_

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse	150 lbs
8416 No More Victims Road	
Jefferson City, MO 65101	

Delivery Schedule:  
150 lbs the week of August 19, 2013

030	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	250	LBS	\$_____
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**Spice, Chili Powder, Ground, Mild**

- No fillers or extenders
- 1 lb. package

Approved Brands: MJ Kellner, Majestic Spice, Tova, Benjamin Foods, Sauer, Assiago Classico or Gold Medal

Circle brand bidding: MJ Kellner, Majestic Spice, Tova, Benjamin Foods, Sauer, Assiago Classico, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse	250 lbs
2727 Hwy. K	
Bonne Terre, MO 63628	

Delivery Schedule:  
250 lbs the week of November 4, 2013

031	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	180	LBS	\$_____
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**Spice, Oregano, Ground Pure**

- No fillers or extenders
- 1 lb. package

Approved Brands: MJ Kellner, Majestic Spice, Benjamin Foods, Fiesta Brava, Sauer, Assiago Classico or Gold Medal

Circle brand bidding: MJ Kellner, Majestic Spice, Benjamin Foods, Fiesta Brava, Sauer, Assiago Classico, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy. K Bonne Terre, MO 63628	180 lbs

Delivery Schedule:  
180 lbs the week of August 5, 2013

032	C/S Code: 39399 <i>Grocery Items, Miscellaneous</i>	24	LBS	\$_____
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**Spice, Thyme, Ground Pure**

- No fillers or extenders
- 1 lb. package

Approved Brands: MJ Kellner, Tova, Majestic Spice, Sauer, Assiago Classico or Gold Medal

Circle brand bidding: MJ Kellner, Tova, Majestic Spice, Sauer, Assiago Classico, Gold Medal

<u>Location</u>	<u>Total Location Quantity</u>
Central Region Commodity Warehouse 8416 No More Victims Road Jefferson City, MO 65101	15 lbs

Delivery Schedule:  
15 lbs the week of October 14, 2013

<u>Location</u>	<u>Total Location Quantity</u>
Eastern Region Commodity Warehouse 2727 Hwy K Bonne Terre, MO 63628	9 lbs

Delivery Schedule:  
9 lbs the week of August 12, 2013

## EXHIBIT A

### DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359 RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

#### Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

#### Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

#### THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
- (Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
- (Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

**The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.**

#### TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

☐

#### TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

☐

#### TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

#### TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

#### TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

**EXHIBIT A, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE****TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

**TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

**The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:**

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

**SIGNATURE** (If submitting bid electronically, scanned or typed signature is acceptable)

**COMPANY NAME**

**EXHIBIT B**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

**EXHIBIT C****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
\_\_\_\_\_ for the Blind \_\_\_\_\_ Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no  
earlier than the IFB  
issuance date)*

**EXHIBIT D**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

**Service-Disabled Veteran (SDV)** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business Enterprise (SDVE)** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

**STANDARDS:**

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

**EXHIBIT D (continued)**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV's Documents were Submitted:

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
 (if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
 Service-Disabled Veteran's Name  
 (Please Print)

\_\_\_\_\_  
 Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
 Service-Disabled Veteran's Signature

\_\_\_\_\_  
 Missouri Address of Service-Disabled Veteran  
 Business Enterprise

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Website Address

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM's website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

**EXHIBIT E****Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Company Name

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DUNS #

---

Authorized Representative's Printed Name

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Authorized Representative's Title

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*Authorized Representative's Signature*

---

Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- INVITATION FOR BID**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

## 3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-

line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

#### 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

- a. Registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **14. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **17. COMMUNICATIONS AND NOTICES**

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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**END OF DOCUMENT**